

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

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APR 16 2012

JAMES N. HATTEN, Clerk
By: *[Signature]*
Deputy Clerk

LATASHA ALLEN)

Plaintiff,)

v.)

WALGREEN CO. d/b/a Walgreens,)
ATICO INTERNATIONAL USA,)
INC. and EAST WEST)
DISTRIBUTING CO.,)

Defendants.)

Civil Action File

No.: 1:11-cv-01577-WSD

(Removed from the State

Court of Fulton County, Georgia

Civil Action File No.11EV012351-H).

LETTER WRITTEN BY PLAINTIFF TO INCLUDE IN THE CASE FILES

It has been three years to the date (April, 12, 2009- April 12, 2012), since I was burned and permanently scarred by a frying pan that I purchased as a part of a cookware pot set from Walgreen's in Atlanta, GA. I vividly remember the day, it was Easter Sunday morning, I was preparing my Easter breakfast in my new city and somewhat celebrating the start of a new adventure as a United States Public Health Service Commissioned Corps. I was living in Atlanta for approximately 3months at the time (arrived in my new apt. Feb. 2009). As I attempted to utilize the frying pan purchased from Walgreens Co. the frying pan handle broke in half resulting in the hot cooking oil that was on the burner heating to fry 'fry bakes' (i.e., a west Indian bread) spilled onto my right hand, wrist, thigh, and breast. I remember running to the hospital that was 2 blocks down the road from my

apartment building thinking, this has to be the worst Easter ever. When I reached the emergency room all I can remember them saying is ‘who did this to you?’ As they repeatedly asked this question, I consistently answered, “My frying pan broke! I don’t know anyone here!” While I appreciate their attentiveness to the possibility of domestic violence, that was not at all the issue here. The issue was, I purchased a poorly manufactured product from Walgreens Co. and I thought it necessary to inform them, so they could recall the product, release a public notice or alert to ensure that no other customer would be hurt by the product. But, the question was ‘how do I go about doing this’?

During my physical recovery, I received treatment from Emory Hospital and Atlanta Dermatology. Fortunately, I did not need any skin grafts and the plastic surgeon gave a time span for which he hoped my breast would heal. As the doctors said, I nursed myself well and took great care of my wounds to prevent from acquiring any infections. I thank my background in emergency health and preparedness that gave me the skills and ability to heal. It was a difficult task as I was forced to write with my left hand even though I am right handed. I typed with one hand until the pain in my right hand lessened. The plastic surgeon told me to be sure I exercise my hand so it doesn’t become stiff and I did so, because I did not want to miss days of work or lose my ability to be on active duty because of this injury. I have worked too hard to become an Epidemiologist, a career choice since

the age of 14yrs, which I have accomplished and am finally an Epidemiologist in Atlanta, GA working on disease outbreaks! It was my dream and it is now my reality. But, with every journey there are challenges and obstacles to distract you from your path and this was it. In April 2009, I contacted the United States Consumer Product Safety Commission to report the defective product; this frying pan that had a handle that did not break at the hinge or attachment to the pan, but directly in half. I was sure there must have been something defective about this pan and thought the best route to informing the appropriate authorities would be the U.S. CPSC. Well, after reporting it to them, I thought maybe a lawyer will be able to assist me with reporting directly to the company. With ignorance of the legal process and the consumer safety, product liability laws, it only makes sense to hire an attorney to be my advocate because they have legal expertise. This is the correct route to make sure no one else is hurt by this product, right? Well, it doesn't seem so, as I am experiencing 3 yrs later. The lawyers that I hired chose to inform Walgreens of my issue approximately 2yrs after I hired them. Unknowing to me, I thought that they will at least let Walgreens know of the defective pot immediately since I did go into their office, on the first day, stating that "I do not want anyone else to be hurt by this product." So it is only natural for Walgreens to be skeptical about a claim that's being filed 2yrs post the incident dates. But, to my surprise,

Walgreens just does not care about the consumer and an attorney is not an advocate with legal expertise. What a heartbreaking discovery for me!

For two and half years this law firm had my case and did nothing, and then finally they provided a demand of 90K to the Walgreen's, Atico International, and East West Distribution Companies. The companies did not respond; of course not, it was 2 years post the incident. Then after proceeding to ask the lawyers what was going on with my case finally they told me to give them permission to lower the demand to 50K. I allowed them to do that because I was to some extent still ignorant to the process and my purpose for hiring them wasn't to acquire money. They informed me that they can possibly get money for my medical fees, pain and suffering- makes sense. I provided my lawyers as well as U.S. CPSC with photographs, taken by me, of my injuries. Remember, the burns are on my breast, hand, wrist, and upper thigh, so no one else could possibly take the photographs in a city that I live in alone. As a person that values experience and believes that you have to document your personal journey/history, I have hundreds of photographs of my injury taken almost daily. The majority of these photographs were provided to my lawyers. Then Walgreen's lawyers requested updated photographs of my injuries which I agreed to because it only made sense that they would want to see how my injuries have healed. But they wanted to hire a photographer to take these photos, which I did not agree to. I did not want to pose my naked breast for a

photographer to photograph and I have the right to say no to nude pictures. I did recommend to my lawyers that Walgreens hire a doctor to examine the permanent scars and my lawyers told me that will be too expensive for Walgreens to do. Really? Well after a few weeks of being pressured by my lawyers to take these photos, we agreed that I will provide self portraits of my breast, hand, wrist, and thigh in my lawyer's conference room using the defendants' lawyer's point and shoot digital camera.

The day I had to go to my lawyer's office to take the picture was a very stressful day for me. I was placed in a conference room with a camera and honestly wasn't sure if they may have placed a camera in the room to watch me and my naked body as I photograph these self portraits. I don't trust anyone because I believe trust should be earned and they have not earned my trust. I remember the Walgreens' attorney attempted to appear nice and caring only to ask if she can see my breast with her naked eye, which I did not agree to. Really? You want me to take my bra off to show my breast to a perfect stranger who is not a licensed physician or nurse? I will never agree to that! After all of this emotional stress my lawyers advised me to accept an offer of 27.5K for my permanent scars, pain, suffering, stress, and the signing of a confidentiality clause which I later learned was a Settlement Agreement and Release document. The mistake made by my lawyers, were not including the Chinese Manufacturer, so they told me. My

lawyers claimed that it will not be cost effective to include the Chinese Manufacture which is called Dongyang Zhongxin Hardware Tooling Co, LTD. Well, I did some research and found that unless you've purchased an internationally manufactured product like a Toyota, or the injury from the defective product resulted in death or disability, you really have no rights as a consumer.. The companies' awareness of the difficulty to include the international manufacture in the lawsuit, led them to take advantage of this fact in my case.

With all the stress that this case was causing, I took a train ride. On that train ride, I decided to email my lawyers and inform them that I will accept the monetary offered amount made by the Walgreen's company. I grew tired of my lawyers threats to withdraw from my case and the defendants threats to file a summary judgment, but I made sure to inform my lawyers that if I do not agree with the document, I will not sign it. After spending 2.5yrs with lazy lawyers in search of a quick settlement I decided that the stress of negative energy was not worth it. The product was never recalled and / or a public notice released describing the danger when using the product. But I was relieved because I had attempted to end this battle and move on with my life and continue to excel in my new city and my new career. But, after accepting the offered amount I was presented with a Settlement Agreement and Release Document, not the Confidentiality Clause that my lawyers had mentioned and discussed with me.

Then immediately after I accepted the monetary amount, at a routine visit with my Gynecologist, I learned that she felt a lump in my right breast, the breast that was burned. Great, I thought, of all the things that can happen, now this -the worst feeling in the World and no one to come home to but my plants.

After reading the Settlement Agreement and Release document, I did not agree with approximately 90% of it's content and told my lawyers why and specifically which areas. I provided them with a 'track change' copy of the document with my edits, questions and concerns printed in red.(Exhibit A) They told me that the document could not be changed because it was a standard form and I had to sign it because I accepted the offer. Three specific reasons why I do not agree with this document;

- it speaks of my legacy , my ancestry, my heirs, my future's future and I did not agree with the purpose of including,
- the document included the manufacture which due to the lack of my lawyers including them in the lawsuit was the reasons I was told that I had no case and it will be thrown out of court,
- the document also stated that Walgreen's and their entourage will not be liable if additional health issues resulted from my injuries post signing this agreement and the frying pan was not the fault of my injuries.

So, I told my lawyers that I will like to wait until after I see the specialist to move forward with this settlement. I was specifically told, by my lawyer, that 'under the law, no one cares about your health issues , you already accepted the offer and if I do not sign the document forms Walgreens lawyers will file to enforce the settlement on Dec. 30, 2011 and I will have to pay their attorney fees". I said again due to the reasons I have previously stated, I will not sign this document. Would Walgreens really file for me to pay their attorney fees? I don't think that will make sense at all, but nothing surprises me with this system anymore. So, I was told that my case was put on Administrative Closure on Nov. 22, 2011, during the Veterans and Thanksgiving holidays and then the next course of action was taken during the Christmas, Hanukkah, and New Year's Holiday- all of which I was in New York City where all of my family is located. I think it's very interesting that these lawyers; both mine and Walgreen's, chose to file actions during this time all to, in my assumption, close this case prior to the new tax season.

After the holiday and the New Year, I learned that my lawyers filed for withdrawal from my case and filed a lien against me. See, I thought lawyers were advocates for their clients, advocates with an expertise in the legal system, but now I've learned differently. On my birthday, January 17, 2012 I filed my responses to the court on this matter. Then Walgreen's lawyers filed to enforce the settlement, I did my research thanks to the internet and filed my response accordingly within the

time allotted. I now understood that everyone has completely forgotten or chose to ignore the true purpose for which I hired a law firm, contacted the CPSC, and informed Walgreens of this issue. A product manufactured in China, by a Chinese firm, imported and distributed to various retail stores in America, sold at Walgreens, purchased by Me has broken while in use resulting in injury and permanent scarring of me, the customer. The Mission for Walgreens Co is "To be the most trusted, convenient multichannel provider and advisor of innovative pharmacy, health and wellness solutions, and consumer goods and services in communities across America. A destination where health and happiness come together to help people get well, stay well and live well. "and I have not seen this mission fulfilled. Walgreen's values are also being ignored as it states "based on the principles upon which Walgreens was founded more than a century ago: Honesty, trust, and integrity with our customers, our shareholders, suppliers, the communities we serve, and among ourselves; Quality through consistent and reliable service, advice, and products across every touch point and channel." So I guess Mr. Walgreens will be happy the company he founded in 1901 chose to not take responsibility for a product that they sold to the American communities and did not make sure that their customers, who may have the product in their homes, was not recalled to prevent the potential for further injuries. So I know for sure that I do not want to be bound to Walgreens for the rest of my life by signing a contract

with this company. During the Mediation, the only entity that has the authority to enter a binding agreement with this company to settle this case is Me, Latasha A. Allen, no one else and I will not sign a settlement agreement and release document that does not say that the frying pan is at fault. I will not sign a settlement agreement and release document that says that Walgreens is not responsible for selling poorly manufactured products even if the product was manufactured abroad by a Chinese manufactures. I will not sign a settlement agreement and release document that includes this foreign or any other foreign manufacture that is unreachable. I will not sign a settlement agreement and release document that includes my legacy, my heirs, my offspring, and my family. Why? I will not sign a settlement agreement and release document with the previous stated inclusions because it does not make sense to me, it's against my purpose and my moral, values and integrity. Walgreens may not have been the manufacture of the product, but they sold this product to me, their customer for more than 30yrs, and I attempted to utilize the product with the belief, faith, and understanding that it was safe to use. Walgreens should have inspected the product and investigated the product once they received the complaint. Walgreens should have released an alert stating the potential harm the product can cause to its customers. Walgreens should have recalled the product from their stores with the intention of protecting future consumers. Walgreens should take responsibility for doing business with a

company that poorly manufacture goods, import into America, and sell in their stores. I cannot and will not sign a binding contract with this company because it's against my oath, my morals and values, my code of conduct as a public health professional and an officer with the US Public Health Service Commissioned Corps. How can I vow to live with integrity, protect the health and safety of our [my] Nation and knowingly sell my 1st amendment right, to keep a secret for Walgreens for the rest of my life. I choose not to do that and I should not be forced to do so. My purpose and intention in April 2009 when I entered the law firm was to protect and prevent any other Walgreens customers from being hurt by this product or a product alike. It is a sad shame that 3yrs later the battle is to get me to agree to sign an agreement and release the company from liability, responsibility, and provide them with a peace of mine (as I was told) in exchange for my integrity, my 1st amendment right, and my peace of mind as a human with morals and values and a personal and professional passion to protect, promote, and advance the health and safety of the Nation. I understand that this issue is larger than Walgreens, Atico, and East West, It's larger than the small law firm or even the large corporate law firm involved,- poorly manufactured imported products is an issue for the Leaders of our Nation.. So, if my initial purpose and intention can not be fulfilled, I will state again in this letter- Walgreens Co. please keep your money because I do not want it and I do not want to be bound to the energy for which your

company strives. I will forever look at my scars and know it's a result of the frying pan that I purchased in your store in Atlanta, GA, but at least I will know that I wasn't paid to be silent, wasn't paid to release you from proper customer satisfaction and know that I didn't sell you my peace of mind. There should be no concerns about me filing another claim against Walgreens because I have learned that I went the incorrect route and should not have hired a lawyer because an attorney is not an advocate for their clients' best interest, but an advocate for their pocket's best interest with legal expertise. Everything in life is a learning experience and now I know; now I have learned from this experience. This issue, this case, this situation is settled as this letter to everyone is all the energy I have left to bestow on this issue. I will not sign a settlement agreement and release document or any other binding contract with Walgreens because I do not want your money and I should not be forced to enter into any sort of agreements that I choose not to or disagree with. I do have that right, correct?

Sincerely,



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